

**SAN BERNARDINO COUNTY  
CONSOLIDATED FIRE DISTRICT/  
SPECIAL DISTRICTS DEPARTMENT**



**Non-Represented Employees  
Compensation Plan  
2003 - 2004**

## **NON-REPRESENTED EMPLOYEES COMPENSATION PLAN**

### **INTRODUCTION**

Consistent with applicable laws, the following Sections represent the salary and benefit program, established by the Board of Supervisors for Board-Governed Special Districts and County Service Areas (hereinafter referred to as "District") non-represented employees. The Non-represented Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between the Districts and any employee or group of employees. For additional information regarding terms and conditions of employment, please contact the District payroll representative or refer to the Personnel Rules for Board-Governed Special Districts.

### **ACCESS TO PERSONNEL RECORDS**

Personnel records are confidential and access to personnel records of the employees shall be limited to the Human Resources Division Manager, Special Districts Department (SDD), the Appointing Authority of the Special Districts/County Fire Department, the Board of Supervisors, or their authorized representatives. Employees currently employed by the District and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of the Human Resources Division or upon the request of the employee or the Appointing Authority and upon approval of the Human Resources Division and the employee shall be so notified.

Employees desiring to review such records shall make such requests in writing at least twenty-four (24) hours in advance to their District Manager or Human Resources as appropriate.

### **ADMINISTRATIVE LEAVE**

#### **The following applies to classifications that are in a Supervisory Classification:**

Effective pay period 1 of each year, an employee in a regular supervisory position will be provided with forty (40) hours of Administrative Leave time for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with Administrative Leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e. 1.54 hours per pay period, or any portion thereof). Such Administrative Leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour, one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 1.54 hours per pay period minus any hours used up to that time. Any Administrative Leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash out of Administrative Leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirement and restrictions of such Plan. Upon termination of employment or appointment to a position in another classification, unused Administrative Leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 1.54 hours per pay period minus the total number of hours previously used or cashed out. Administrative Leave may be used on the same basis and under the same conditions as Vacation Leave.

### **ANNUAL LEAVE**

**The following applies to classifications that are in a Supervisory Classification:**

Effective pay period 1 of each year an employee in a regular supervisory position shall be credited with forty (40) hours of annual leave for the employee's use. Employees hired after that beginning of pay period 1, shall be credited with Annual Leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 1.54 hours per pay period, or any portion thereof). Annual leave will be separate from and in addition to any vacation or holiday leave. If any annual leave remains at the end of pay period 26 (27, when applicable), it shall not be cumulative into the next calendar year nor shall there be any conversion to cash.

Employees who are appointed to a position in a classification that does not contain an Annual Leave provision and who have been denied in writing the opportunity to use the leave due to work urgency shall receive in cash payment the prorated amount of Annual Leave from the start of pay period 1 to the date of the position change (i.e., 1.54 hours per pay period) minus any Annual Leave hours used up until that time. Where an employee has elected to use vacation leave in lieu of Annual Leave, the prorated annual leave shall be reduced by the number of vacation hours utilized. In those instances where an employee returns to the supervisory classification prior to the end of the calendar year, the Annual Leave for the remainder of the calendar year shall be credited on a pro rata share, i.e. 1.54 hours per pay period. This provision applies only to these specific circumstances and expressly excludes its application to any other set of circumstances.

Employees may only submit amended Time and Labor Reports to charge Annual Leave for pay periods in which another leave type was requested, approved and charged, if such amended TLRs are submitted within two (2) pay periods of the pay period to be amended, provided however, that Annual Leave may not be substituted for Holiday Leave.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

Any employee may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

DEPENDENT COVERAGE			
Employee Coverage	Spouse Only	Spouse and Each Child	
\$ 10,000	\$ 5,000	\$ 4,000	\$ 500
25,000	12,500	10,000	1,250
50,000	25,000	20,000	2,500
100,000	50,000	40,000	5,000
150,000	75,000	60,000	5,000
200,000	100,000	80,000	5,000
250,000	125,000	100,000	5,000

The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1040 hours of satisfactory service.

**NOTE:** All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

**ASSIGNMENT TO VACANT HIGHER LEVEL POSITION**

Employees directed to continuously perform duties in a vacant higher level regular position, for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of eighty (80) hours, unless specifically waived by the employee; provided, however:

- (a) The District Manager certifies to the Appointing Authority, or designee, in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and
- (b) A written request for a salary rate increase to the higher level is directed to the Appointing Authority for Special Districts/County Fire Department or designee for approval; such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of the District Manager to initiate such requests and to provide a copy of such request to the employee. Written requests may also be made by the employee through the District Manager in the same manner. Requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary rate increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the Human Resources Division Manager. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not usually exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. Further, this section does not apply to a situation in which no vacant higher level position exists for which funds have been appropriated. Addition of duties of a higher level classification to any employee's regular position shall be governed by the section on Special Assignment Compensation, or the Personnel Rule on Classification, as appropriate. For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (a) an unoccupied position due to attrition and for which the appointment process has been initiated; (b) a position from which the incumbent is on extended leave of absence; or (c) a new position authorized by the Board of Supervisors for which the appointment process has been initiated.

## **BENEFIT PLAN**

### **Section 1: Benefit Plan Contributions**

- (a) Board-Governed Special Districts non-represented employees are provided specific monthly dollars to be applied toward health and dental insurance costs. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section in the amounts described in (b) below. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of this Section. For instance, an employee scheduled to work 80 hours per pay period must be paid at least 41 hours to be eligible for the benefits of this Section.
- (b) Except as provided in Section 3 (Health and Dental Plan Coverage), the bi-weekly amount of the District provided Benefit Plan will be as follows:

<b>Effective Date</b>	<b>Scheduled for 40 to 60 Hours</b>	<b>Scheduled for 61 to 80 Hours</b>
July 12, 2003	\$87.50	\$175.00
July 10, 2004	\$92.50	\$190.00

- (c) Under no circumstances will the monetary value of the Benefit Plan be prorated.
- (d) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than the required number of hours designated in (a) will continue to receive the benefits of this Section for up to six (6) pay periods per rolling calendar year. Employees who are on an approved Worker's Compensation claim shall receive the benefits of this Section for up to twenty (20) pay periods while off work due to that work injury. Employees who are integrating paid leave time with either Short Term Disability (STD) insurance provided by the District or State Disability Insurance (SDI) shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of one-half plus one of their scheduled hours or more shall receive the benefits of this Article. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Section unless on a Family Medical Leave Act eligible leave.

## **Section 2: Premium Conversion Plan**

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental, insurance, voluntary life (to the IRS specified limits) and accidental death and dismemberment insurance premiums currently maintained for employees. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty-one (41) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act. Effective July 13, 2002, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- (d) Election of pre-tax and after-tax payroll deductions shall be made within thirty (30) days of the initial eligibility period in a manner and on such forms designed by the Human Resources Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under the Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, overage dependent, loss of student status, you or your spouse's reduction in work hours, loss of spouse's employment, gain or loss of spouse's insurance, relocation outside of HMO network service area, entitlement to Medicare for you or your dependent, significant increase in District insurance cost during the plan year, loss of Medi-Cal or Medicaid coverage and spouse's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within thirty (30) days of the qualifying event. The Employee Benefits and Services Division will authorize changes, as long as the change is made on account of or consistent with an employee's change in status.

## **Section 3: Health and Dental Plan Coverage**

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the District/County.
- (b) To be eligible for District/County health and dental plan coverage, an employee must be in a

regular position scheduled for a minimum of forty (40) hours and have received pay for at least one half plus one hour of scheduled hours or be on an approved leave pursuant to the Family Medical Leave Act.

- (c) Enrollment elections must remain in effect for the remainder of the plan year unless an employee becomes ineligible for an HMO network service area.
- (d) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within thirty (30) days of obtaining dependent status, such as birth, adoption or marriage.
- (e) Notification of a mid-year qualifying event must be submitted to the Special Districts/County Fire Human Resources Division in accordance with procedures adopted by the District. Employees are responsible for notifying the District within thirty days (30) of dependent's change in eligibility for Health and Dental plans.
- (f) Dependent(s) must be removed mid-plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over aged dependent or gain of coverage on spouse's employer provided insurance.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or their dependents.
- (h) Employees eligible for health plan coverage who are also enrolled in a comparable group health plan sponsored by another employer may elect to discontinue enrollment in their District/County sponsored health plan (Opt-Out).
  - 1. Employees who elect to Opt Out of District/County sponsored health plan coverage will forfeit the bi-weekly Benefit Plan amounts specified in paragraph (b) of Section 1 of this Article and will instead receive the following bi-weekly Benefit Plan amounts:
    - (i) Employees scheduled for 61 to 80 hours per pay period shall receive one hundred and thirty three dollars and eighty-five cents (\$133.85) per pay period; employees scheduled for 40 to 60 hours shall receive sixty-six dollars and ninety three cents (\$66.93) per pay period.
    - (ii) Supervisory Employees scheduled for 61 to 80 hours per pay period shall receive one hundred thirty-eight dollars and forty seven cents (\$138.47) per pay period; employees scheduled 40 to 61 hours shall receive sixty nine dollars and twenty four cents (\$69.24) per pay period.
    - (iii) To receive this Benefit Plan amount, the employee must be paid for a minimum of one-half plus one of their scheduled hours. For instance, an employee scheduled to work 80 hours must be paid for a minimum of forty-one (41) hours.
- (i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their District/County sponsored dental plan.
- (j) The rules and procedures for electing to Opt-Out of District/County sponsored health and dental plan coverage are established and administered by the Human Resources Division.
  - 1. Employees may elect to Opt-Out of District/County health and/or dental plan(s) within thirty (30) calendar days of becoming eligible for another employer-sponsored group plan. Verification of coverage is not initially necessary as it will be required during the next annual open enrollment period.
  - 2. Employees may elect to Opt-Out of District/County health and/or dental plans during an annual

open enrollment period. All employees electing “Opt-Out” during an annual open enrollment period, for reasons other than initial gain of another employer-sponsored group plan, must provide verification of other group plan coverage.

3. After initial Opt-Out, employees must re-elect the Opt-Out benefit and provide verification of continued coverage each year during subsequent open enrollment periods.
  4. An employee who elects Opt-Out for dental plan coverage may not re-enroll in a District/County sponsored dental plan for a minimum of two (2) years unless the employee involuntarily loses coverage from the other employer-sponsored group dental plan. Employees who elect to enroll in District/County dental coverage for reasons other than involuntary loss of another group coverage may enroll during the open enrollment following completion of the two (2) year dental Opt-Out restriction. Note: a voluntary loss of other group dental insurance may result in a break in dental coverage until the two (2) year mandatory Opt-Out period is complete.
  5. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a District/County sponsored health plan within thirty (30) calendar days. Enrollment in the District/County sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.
  6. There must be no break in the employee’s health plan coverage between the termination date of the other employer group coverage and enrollment in a District/County health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the District/County of loss of group coverage within thirty (30) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.
- (k) An eligible employee whose spouse is also an eligible District or County employee may elect coverage as a dependent on their spouse’s or, if the employee is age eighteen (18) or younger, on their parent’s health and/or dental plan in lieu of individual employee coverage. This is called a “waiver” to their District/County spouse’s or parent’s District/County insurance coverage. Such election must be made within 30 calendar days of the employee’s, District/County parent or spouse eligibility for District/County health and dental insurance. During the Plan Year, an employee is responsible for notifying the District/County within thirty (30) days of ineligibility for the waiver, for example the dependent child turns nineteen (19) or the spouse leaves County or District employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse or parents District/County plan coverage will require the employee to immediately enroll in the District health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.
- (l) Effective pay period 16/01, employees who are participating in the lowest–cost dental plan (eligible, enrolled and paying premiums) will receive a premium subsidy of \$3.34 per pay period. The premium subsidy will continue until the Fund and any interest earned have been exhausted.
- (m) For employees assigned to work in the Needles, Trona, Baker, and Ridgecrest area a “Needles Subsidy” will be established. The Needles Subsidy will be paid by the employees’ District and will be equal to the amount of premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the District. This Subsidy will be discontinued when the lowest cost health plan becomes available to these employees.

## **BILINGUAL COMPENSATION**

Employees in positions designated by the Appointing Authority, or designee, which require employees as a condition of employment to perform bilingual translations involving the use of English and a

second language (including American Sign language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent by the Human Resources Division, to be eligible for compensation. There are two (2) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written skill level: reading, writing and speaking English and a second language. Compensation per pay period shall be as follows: verbal skill level, forty-five (\$45.00) dollars per pay period, written skill level at fifty (\$50.00) dollars per pay period. Effective December 27, 2003, compensation shall be effective as follows: verbal skill level, fifty dollars (\$50.00) per pay period, and written skill level at fifty-five dollars (\$55.00) per pay period.

## **CLASSIFICATION**

### **Section 1: Purpose**

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each non-represented District position for the purpose of recruitment, retention, compensation, and organizational structuring. Whenever non-represented positions are subject to any change as a result of classification review, any Board of Supervisors' action shall be made on the recommendation of the Director of Special Districts or the County Fire Chief. Any request to review a classification action shall be submitted to the Human Resources Division Manager. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Personnel Rules for Board-Governed Special Districts.

### **Section 2: Implementation of Classification Study Results**

#### **(a) Upgradings**

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by the Article on "Promotions."

#### **(b) Downgradings**

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the Human Resources Division Manager may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step.

#### **(c) Salary Rate Adjustment**

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Step placement for incumbent employees whose classification is assigned to a higher base salary range shall be determined as follows:

1. If the employee's original base rate of pay is less than Step 1 of the newly designated pay range, the employee shall be placed on Step 1 of the new range. The employee shall be eligible to advance to the next step upon completion of 2,080 service hours at the new range



and step, in accordance with the requirements of the Merit Advancements Article. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advancements Articles of this Agreement.

2. If the employee's original base rate of pay falls within the newly designated pay range, the employee shall be placed upon the step in the new range that is equivalent to his/her current rate of pay. The employee shall be eligible to advance to the next step upon receiving a satisfactory rating on the employee's next annual performance evaluation, in accordance with the requirements of the Merit Advancements Article. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advancements Articles of this Agreement.

## **DEMOTIONS**

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion.

An employee demoted for nondisciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the "11" step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of the Downgrading Section, with the approval of the Appointing Authority of the Special Districts/County Fire Department and the Human Resources Division Manager

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at the time of promotion. No credit shall be granted for time spent at the promoted level for the next step advance due date.

## **DEPENDENT CARE ASSISTANCE PLAN (DCAP)**

The Dependent Care Assistance Plan (hereinafter DCAP) allows eligible employees to elect to receive dependent care assistance benefits which are excludable from gross income under Sections 129 and 125 of the Internal Revenue Code, as amended DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County's Human Resources Division Chief, Employee Benefits and Services consistent with said Section.

- (a) To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of forty (40) hours per pay period and be paid for a minimum of one-half plus one of the scheduled hours or be on an approved leave designated as Family Medical Leave Act.
- (b) Enrollment in the Plan is limited to the annual open enrollment period or within thirty (30) calendar days of entry into an eligible position. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) Enrollment is required every Plan Year.
- (d) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Employee Benefits & Services Division. An employee election to participate shall be irrevocable for the remainder of the plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, your or your spouse's reduction in work hours, loss of spouse's employment,

significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within thirty (30) days of the qualifying event. The Human Resources Division will authorize changes as long as the change is made on account of or consistent with an employee's Change in Status Event.

## **DIFFERENTIALS**

### **Section 1: Hazardous Material Response Team Differential**

- (a) Purpose. To provide compensation for employees, who are required to respond and work with Hazardous Materials as part of a Hazardous Materials Response Team.
- (b) Compensation. Employees shall receive a differential of \$270.00 per pay period. Employees receiving this differential shall not be entitled to the differential in Section 2 of this Article.
- (c) Eligible Employees. Employees working in the classification of Supervising Environmental Health Specialist, who are assigned to a Hazardous Materials Response Team.

### **Section 2: Hazardous Materials Differential**

- (a) Purpose. To provide compensation for employees who are required to work on a regular basis with hazardous materials and the clean up of such waste.
- (b) Compensation. Employees shall receive a differential of \$50.00 per pay period.
- (c) Eligible Employees. Employees working in the classifications of Supervising Environmental Health Specialist, Environmental Technician I, II, and III, and Planner III are eligible for this differential.

## **DISASTER SERVICE WORKERS**

All employees covered by this Compensation Plan are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

## **DISTRICT EMPLOYEE RIGHTS**

The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of a District Manager, supervisor, other employees, or employee organizations for exercising rights granted by the Meyer-Milias Brown Act (MMBA).

## **DISTRICT IDENTIFICATION CARDS**

The District will provide identification cards to all full-time, extra-help, and contract employees. Such cards will include the employee's name, employee number, District and may list any limitations or restrictions related to job performance. Employees shall carry such cards at all times while engaged in District business and in connection with such business shall produce cards for inspection to any County official. Employees shall surrender such cards upon termination from District employment.

## **DISTRICT MANAGEMENT RIGHTS**

All management rights and functions shall remain vested exclusively with the District. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission of each of its Districts, commissions, and municipal advisory councils.
- (b) The right of full and exclusive control of the management of the District, supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities, or, to contract for work to be done.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees; and to otherwise maintain orderly, effective and efficient operations.

## **DUAL APPOINTMENTS**

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Human Resources Division Manager, to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the classification. The most recently appointed employee shall be notified in writing by the Appointing Authority, or designee, and shall clearly define the benefits and status of the employee. For further clarification refer to Personnel Rules for Board –Governed Special Districts.

## **ELECTRONIC FUND TRANSFERS**

As a condition of employment all employees hired after March 27, 1999 must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangement by the end of the 4<sup>th</sup> pay period after their date of hire shall be subject to termination. In cases where an employee is unable to make such arrangements for electronic fund transfer, the Human Resources Division Manager may allow an exception to this article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Human Resources Division Manager.

## **EXPENSE REIMBURSEMENT**

Nonrepresented Special Districts/County Fire Department employees shall be reimbursed for all expenses incurred in connection with the conduct of Special District/County Fire Department business, including, but not limited to: travel, lodging, meals, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority of the Special Districts/County Fire Department. Reimbursement for expenses for travel and subsistence will be as listed below.

### **Section 1: General Provisions**

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of Special District/County Fire Department, except as may be otherwise provided in this Agreement.

## **Section 2: Responsibilities**

It shall be the responsibility of each Appointing Authority for the Special Districts/County Fire Department or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate Appointing Authority of the Special Districts/County Fire Department or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Appointing Authority for the Special Districts/County Fire Department. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

## **Section 3: Travel Authorization**

- (a) Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.
- (b) The appointing authority for Special Districts/County Fire Department shall initiate Travel Requests. The County Administrative Officer and Auditor-Controller shall be notified in writing of all such designees.
- (c) The appointing authority for Special Districts/County Fire Department or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

## **Section 4: Authorization for Attendance at Meetings**

- (a) Appointing authorities for Special Districts/County Fire Department may authorize attendance at meetings at Special District/County Fire Department expense when the program material is directly related to an important phase of Special District/County Fire Department service and holds promise of benefit to the District as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on Special District/County Fire Department time, may be granted when the employee is engaged on the Special District/County Fire Department's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the Special District/County Fire Department.

## **Section 5: Records and Reimbursements**

- (a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- (b) Unless otherwise provided in this Section, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
  - 1. Private mileage.
  - 2. Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.
  - 3. Telephone and telegraph charges.

4. Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
  - (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
  - (e) Except as otherwise provided in this Section, expense reimbursements shall be made on an actual cost basis.

## **Section 6: Transportation Modes**

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the Special District/County Fire Department.

(b) Travel via Private Automobile

1. Reimbursement for the use of privately owned automobiles, to conduct Special District/County Fire Department business, shall be at the IRS allowable rate or thirty-two cents (\$0.32) per mile, whichever is greater. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The Special District/County Fire Department does not provide any insurance for private automobiles used on Special District/County Fire Department business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on Special District/County Fire Department business.
2. When employees traveling on official Special District/County Fire Department business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

(c) Travel via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if the District Manager approves such use. Rental Vehicles are covered for liability and vehicle physical damage under the Special District/County Fire Department's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for Special District/County Fire Department business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel via air

1. Commercial Aircraft. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or designee.
2. Private Aircraft. When private aircraft transportation is approved by the County Administrative Officer or designee, reimbursement will be as follows:
  - (i) Reimbursement for use of aircraft owned or rented and flown by Special District/County Fire Department personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie-down fees will be reimbursed similar to automobile parking charges.

- (ii) Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the County Administrative Officer or designee: Sacramento, San Francisco, Oakland, and San Jose.
- (iii) Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter flights must be individually approved by the County Administrative Officer or designee prior to departure.
- (iv) The employee or owner of the aircraft must have minimum single limit liability insurance coverage of five hundred thousand dollars (\$500,000) for bodily injury and/or property damage and have the Special District/County Fire Department included as an additional insured. Written evidence of such insurance must be on file with County Risk Management.

## **Section 7: Meals and Lodging**

- (a) Meals and lodging expenses shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting District business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provide below for all meal expenses claimed.
- (b) The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single, with receipt.
- (c) Compensation for meal expenses may be provided as follows:
  - 1. Option 1: with receipts, an employee may be reimbursed for meal expenses up to \$50.00 per day, including tax and gratuity for three (3) meals, or when separate meals are claimed, eleven (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch and twenty-four (\$24.00) for dinner, all including tax and gratuity.
  - 2. Option 2: without receipts, an employee may be reimbursed for meal expenses up to thirty-four (\$34.00) per day, including tax and gratuity for three meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch and nineteen (\$19.00) for dinner, all including tax and gratuity.
  - 3. All meals for a single day must be claimed under either Option 1 or Option 2.
- (d) Meal allowances for a business meeting/conference including meals are the actual cost.
- (e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the District shall make every effort to provide meals.

## **Section 8: Expense Advances**

Advancement of funds for business expenses can be obtained from the Auditor-Controller's Office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of District employment, the Auditor-Controller's Office may recover the amount advanced from the employee's pay.

## **Section 9: Credit/Debit Cards**

The Appointing Authority may issue the District credit or debit card to an employee and required business expenses be paid with said card. Further, the district may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse the District. If the employee fails to reimburse the District within fifteen (15) calendar days or prior to separation from District service, the Auditor-controller's office may recover any unauthorized charges from the employee's pay.

## **EXTRA HELP**

An extra-help appointment shall mean an appointment which is intended to be on less than a year-round basis, including, but not limited to the following: to cover seasonal peak work loads; emergency extra work loads of limited duration; necessary vacation, holiday or sick leave relief; and other situations involving a fluctuating staff.

Extra-help employees shall be compensated on an hourly basis only for hours actually worked unless otherwise required by law. Extra-help employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the article on "Salary Rates and Step Advancements."

Under unusual circumstances and with the approval of the appropriate appointing authority(ies) and the Human Resources Division Manager, an employee in a regular position may choose to work in an extra-help capacity for the same or another appointing authority and be compensated as such pursuant to this article.

Extra-help employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the District shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be 7.5% of the employees' maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by , Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

## **FLEXIBLE SPENDING ACCOUNT**

Effective July 13, 2002, the District shall establish a Health Expense Flexible Spending Account (FSA) for employees in regular positions who are regularly scheduled to work forty (40) or more hours per pay period. The Health Expense FSA is established in accordance with provisions of section 125 of the Internal Revenue Code (IRC). County Employee Benefits and Services, will serve as the Plan's Administrator. The Health Expense (FSA) Plan year will coincide with the District/County's Benefit Plan year. Employees who choose to participate in the Health Expense FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator. Eligible employees will be notified of these procedures at least thirty (30) days prior to the beginning of each



Plan year. Eligible employees may contribute, on a pre-tax basis, a minimum of five dollars (\$5.00) and a maximum of twenty-five dollars (\$25.00) per bi-weekly pay period to a flexible spending account. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the Plan year (until on or about June 30) unless they incur an eligible family status change as defined in Section 125 of the IRC. Section 125 also requires that any amounts remaining in an employee's account at the end of the Plan year must be forfeited. The District/County will use any forfeited amounts to help defray the Plan's administrative expenses. Contributions made to the Health Expense FSA may be used for receiving non-taxable reimbursements of eligible medical and dental expense not covered by insurance. Eligible reimbursable expenses are those medical and dental expenses that qualify as medical expenses under the Internal Revenue Code.

## **JOB SHARING AND PART TIME EMPLOYMENT**

At the discretion of the Appointing Authority or designee, an employee may be allowed to job share or to work on a part time basis in a regular position. Job share is defined as two employees sharing one regular position. Part time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

Benefits for job sharing and part time employees shall be as provided in the appropriate Section. Each employee shall be notified in writing by the Appointing Authority, or designee at the time of appointment and such notification will clearly define the benefits to which each employee is entitled.

The Appointing Authority may discontinue part time or job sharing status with a written notice at least two (2) pay periods prior to the effective date of the change.

## **LEAVE PROVISIONS**

### **Section 1: Sick Leave**

#### **(a) Definitions**

1. Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.
2. Immediate Family is defined as parent, child, spouse, or domestic partner as defined by California Family code Section 297.
3. Extended family is defined as grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(b) Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period, except as provide in Section 5 of this section. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro rata basis.

(c) Compensation. Approved Sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provide in this Section. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

#### **(d) Administration**

1. Investigation. It shall be the responsibility and duty of each District Manager to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Human Resources Division Manager.
2. Notice of Sickness. In twenty-four (24) hour districts and employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work, the District Manager or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. For other employees, the Supervisor must be notified within one-half (1/2) hour before the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the District Manager informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

3. Review. The Human Resources Division Manager, may review and determine the justification of any request for sick leave with pay and may, in the interest of the District require a medical report by a doctor to support a claim for sick leave pay.
4. Proof. The employee shall provide a doctor's certificate or other adequate proof in all cases of absence due to illness when requested by the appointing authority.
5. Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules define herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave. A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who required the attention of the employee.

2. Bereavement. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family of the employee, as defined herein or any relative who resided with the employee.
3. Birth/Adoption. A maximum of forty hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
4. Medical, optical or dental appointments. The employee may use sick leave for medical, dental, or optical appointments. However every effort should be made to schedule the appointment at a time of day that will minimize the employee's time off work.

(f) Return to Work Medical Clearance

1. Under the following circumstances, all employee who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for medical evaluation of their condition and authorization to return to work before returning to work.
    - (i) Employees whose treating physician or other qualified medical provider has ordered job modifications as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
    - (ii) Employees who have been off work due to communicable diseases such as, but not limited to chicken pox and measles.
    - (iii) Employees who have been absent due to a serious medical condition, when so directed by their Appointing Authority and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
  2. Employees are required to attend return to work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Section.
  3. It is the responsibility of the employee, covered by (i)-(iii) above to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority or designee immediately upon receipt of their medical provider's authorization to return to work and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center at or prior to the employee's scheduled appointment time.
  4. Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
  5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the Center or the District/County Fire that, in turn, results in a delay between the employee's appointment with the Center and the start of his/her scheduled tour of duty on the day that he/she was released to return to work the District/County will pay for work hours missed, without charge to the employees leave balances.
  6. The final decision on the employee's ability to return to work rests with the medical provider at the Center. In the event the employee is not released to return to work by the medical provider at the Center, the employee's status would continue on sick leave or, where there is not balance, leave without pay.
- (g) Worker's Compensation. Employees shall receive full salary in lieu of Worker's Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.
- (h) Separation. Unused sick leave shall not be payable upon separation of the employee, except as provide in paragraph (i).

- (i) Sick Leave Cash Out. Employees who hold regular positions in Districts service and are currently members of the San Bernardino County Employee Retirement Association, shall receive compensation in accordance with the following.

After ten (10) years of continuous service for date of hire in a regular position and upon retirement, death, or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula.

Sick Leave Balances of Date of Separation	Cash Payment % of Hours Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of four hundred eighty (480) hours pay computed at the then current base hourly rate of said employee.

- (j) Perfect Attendance. Employees in regular, full time positions who do not utilize any sick leave in a calendar year (i.e. pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay or absence without pay during that year, shall receive a one (1) year's paid membership in a Human Resources approved health facility or utilization of a perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at 24-Hour Fitness Sports Club. In lieu of a Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar shall result in forfeiture of the same.
- (k) Sick Leave Conversion Option. Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

<u>Sick Leave Hours Used</u>	<u>Hours to be Converted</u>	<u>Vacation</u>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8

## Section 2: Bereavement Leave

Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's parent, child, spouse or domestic partner, as defined by California Family Code Section 297.

## Section 3: Vacation Leave

- (a) Definition. Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.
- (b) Accumulation. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee's benefit date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro-rata basis; provided, however, that there shall be no proration of maximum accumulations.

Length of Service From Benefit Date Rate	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1040 through 8320 service hours	80 Hours	160 Hours
Over 8320 through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

### (c) Administration

1. Scheduling. Vacation periods should be taken annually with the approval of the Appointing Authority at such time as will not impair the work schedule or efficiency of the District but with consideration given to the well being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave, the Human Resources Division Manager, will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Appointing Authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Human Resources Division Manager, for an immediate review. In those instances where the direct supervisor is the district manager/Appointing Authority the rescission due to work urgency may be appealed to the Human Resources Division Manager, for immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

2. Minimum Charge. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.
3. Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
4. Vacation Leave and Termination Date. Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.

#### **Section 4: Holiday Leave**

- (a) Fixed Holidays. All non-represented employees in a regular District positions shall be entitled to the following fixed holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24th
July 4th	December 25th
First Monday in September	December 31st
Second Monday in October	

- (b) Floating Holidays. Employees in regular positions shall be entitled to accrue one floating holiday eight (8) hours holiday time during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status on the payroll.

Floating holidays accrued shall be available for use in the first day following the pay period in which they were accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employees' time off for accrued holidays to meet the needs of the district but with consideration given to the well being of the employee. Employees in positions budgeted less than (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

- (c) Eligibility for Holiday Pay. To receive holiday pay for a fixed holiday, the following conditions must be met, during the pay period in which the fixed holiday fell:
1. The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
  2. The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
  3. The employee must have been on an approved leave of absence for unpaid hours; and
  4. The employee must not have any unauthorized leave.
- (d) Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (e) Working on a Holiday. Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour

for hour basis, up to a total of eight (8) hours of floating holiday time. At the request of the employee, and with approval of the Appointing Authority, or designee, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

- (f) Weekend Holidays. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday, except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those Districts which operations operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

- (g) Holiday Time Accrual. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

## **Section 5: Leave Accruals While on Disability Leave**

Employees receiving the benefits for workers' compensation or state disability insurance (SDI) leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employees' time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustment Section. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their District payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report.

Employees who are fully integrating paid leave time with disability (SDI) benefits will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not intergrading paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, the District will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the TLR will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employee's base salary.

## **Section 6: Compulsory Leave**

If in the opinion of the Appointing Authority or designee, employees are unable to perform the duties of their position for physical or psychological reasons, a physician may require an examination or other competent authority designated by the Human Resources Division Manager. If the examination report

shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority, or designee, shall have the right to compel such employee to take sufficient leave of absence with or without pay or transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

## **Section 7: Military Leave**

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- (a) Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job.
- (d) Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any



requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from District employment, except as provided in the temporary duty provision.

- (e) Compensation. This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- (f) Extension of Benefits. The District recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base District salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall be provided until June 25, 2004. During this period, the District will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the Compensation Plan. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full District payment for the first 30 days of military leave provided in (E) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

After June 25, 2004, no compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. The District may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

- (g) Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:
  - 1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
  - 2. The employee must use accrued leave time for the entire pay period (i.e., District pay will not be integrated with military pay for partial pay periods).
  - 3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
  - 4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

## **Section 8: Political Leave**

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

## **Section 9: Special Leaves of Absence Without Pay**

(a) General Provisions. A special leave of absence without pay not exceeding one (1) year may be granted to an employee who:

1. Medically incapacitated to perform the duties of the position.
2. Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
4. For any reason considered appropriate by the Appointing Authority and the Human Resources Division Manager.

(b) Types of Leaves of Absence. There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the Appointing Authority or designee and the Human Resources Division Manager, or designee. Upon request, the Appointing Authority or designee and the of Human Resources Division Manager, or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate section of this Non Represented Compensation Plan:

1. Leaves of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.
2. Family Leave. Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan Section of this Compensation Plan for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least 30 days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are District employees, both employees are limited to a total of 12 weeks between them.

3. Leaves of absence without right to return.
  - (i) Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the retirement system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(ii) Rehire Process – An employee may be reemployed in the same division in the classification from which the employee took the leave of absence with the approval of the Appointing Authority and the Human Resources Division Manager. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules for Board Governed Special District. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from District service. If reemployed, the employee shall be required to serve a new probationary period. The Human Resources Division Manager or designee has the discretion to waive the requirement to serve a new probationary period.

(iii) Benefits Upon Rehire. An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date.
- Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return.
- Any sick leave accruals that had not been cashed out will be restored;

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of leave of absence. The 90 days shall run concurrently with the first 90 days of the one (1) year period provided in the Section on Reemployment.

#### 4. Medical Leave of Absence.

(i) Definition. A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The District retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the retirement system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

(ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under section 3(iii) above.

- (iii) The Medical Leave of Absence provision may be removed at the conclusion of this Compensation Plan.

#### **Section 10: Jury Duty Leave**

Employees in a regular position who are ordered/summoned to serve jury duty including Federal Grand Jury Duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the Appointing Authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering for Grand Jury Duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 9.

#### **Section 11: Examination Time**

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different District or County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

#### **Section 12: Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the District.

#### **Section 13: Blood Donations**

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave, provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Appointing Authority to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the Appointing Authority to receive this benefit.

#### **Section 14: Service Date**

Employee service date is the first day of the pay period in which the employee begins work.

### **LIFE INSURANCE**

- (a) The District agrees to pay a premium of \$25,000 for term life insurance for all employees except those employees in the Supervisory Group. For those employees in the Supervisory Group, the District agrees to pay a premium of \$35,000 for term life insurance.

This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period. Life Insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee is paid for one-half plus one of their scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours.

- (b) The District further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one (1) time, two (2) times, or three (3) times the employee's annual gross earnings. New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1,040 hours of satisfactory performance.
- (c) The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

**NOTE:** All persons eligible for the foregoing program of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

## **MEAL PERIODS**

Meal periods are nonpaid and nonworking time and shall not be less than one-half hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

## **MEDICAL EMERGENCY LEAVE**

The particulars of the Medical Emergency Leave Policy are as follows:

- (a) The employee must have regular status (not probationary) with the District or one (1) year of continuous service in a regular position with the District.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days, 160 working hours exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off-work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) have exhausted all useable leave balances prior to initial eligibility subsequent accruals will not effect eligibility. ; (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance (SDI) must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, Holiday, Annual Leave, or Administrative Leave, as well as Compensatory Time, may be

donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours), not to exceed a total of fifty percent (50%) of an employee's yearly Vacation, Holiday, Annual, Administrative Leave, or Compensatory Time accruals (whichever is applicable). The donation may be made for a specific employee, regardless of rank or occupational unit, on the time frames established by the Human Resources Division. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the forty-one (41) hours per pay period requirement of the Benefit Plan Section, or the requirements of the Federal and State Family Leave Acts (FMLA), as applicable to the individual employee.
- (h) An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine Holiday Leave eligibility.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
  - 1. An employee who resigns while on Medical Emergency Leave, or dies while on Medical Emergency Leave, shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller.
  - 2. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full-time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the Section on Sick Leave in this Compensation Plan.
  - 3. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period), may record a combined total of work time and Medical Emergency leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. .
- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (m) Solicitation of donors shall be regulated by the Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

- (n) All donors and donees shall sign release forms designed, retained and effected by the Human Resources Division.

## **MERIT ADVANCES**

### **Section 1: General**

Employees receiving an overall rating on their evaluation of "Meets Job Standards" or better shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements article.

### **Section 2: Probationary Employees and Other Employees Without Regular Status**

- (a) Upon initial appointment to a job classification, the employee may receive a merit advancement following 1,040 service hours, provided the employee is rated "Meets Job Standards" within two (2) pay periods of the employee's step advance eligibility date.
- (b) Probationary employees and other employees without regular status may receive subsequent merit advancements following 2,080 service hours at the new step, provided that the employee receives an evaluation with an overall rating of at least "Meets Job Standards" within a sixty (60) day period prior to the employee's step advancement eligibility date.
- (c) If no evaluation is filed within by the employee's step advance eligibility date, the employee shall not receive the merit advancement until their performance is evaluated. Once evaluated, if the employee's overall performance is rated as at least "Meets Job Standards," the employee's merit advancement will be retroactive to the original step advance eligibility date.
- (d) If the employee receives an overall rating of "Needs Improvement" or "Unsatisfactory," the step will not be granted until the pay period in which the employee receives an overall evaluation of at least "Meets Job Standards."

### **Section 3: Regular Employees**

- (a) Regular employees shall be evaluated within a sixty (60) day period prior to the step advance eligibility date. If the employee receives an evaluation with an overall rating of at least "Meets Job Standards," the employee shall receive the step advance on their step advance eligibility date.
- (b) If the employee receives an evaluation after the step advance eligibility date and the overall rating is at least "Meets Job Standards," the employee shall receive the merit advancement retroactive to the original step advance eligibility date.
- (c) If the employee receives an evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory," the step advance may not be granted on the due date.
- (d) In cases where no Work Performance Evaluation is filed, an employee should contact the supervisor, who must complete and file the evaluation within five (5) working days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement, retroactive to the employee's step advance eligible date. If the employee is rated as "Needs Improvement" or "Unsatisfactory," the employee's step advancement will be denied or suspended in accordance with Subsection (c) above.

### **Section 4: Denied Steps**

If an employee's step is denied, the employee may be re-evaluated following a thirty (30) day review period after receiving a "Needs Improvement" or "Unsatisfactory" evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement, effective at the beginning of the pay period in which said evaluation was administered.

## Section 5: Disputes

An employee with regular status may appeal the content of a work performance evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory" in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.

## OVERTIME

### Section 1: FLSA Covered Employees

- (a) Policy. It is the policy of the District to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. The District has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any FLSA covered employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at premium rates, i.e., one and one-half (1½) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment upon request of the employee and approval of the Appointing Authority, or designee, an employee may accrue compensating time off at premium hours. Cash payment at the employees' base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, for any hours on record immediately prior to promotion, demotion or termination of employment. **For the classifications of Special Projects Analyst, Staff Analyst I, Staff Analyst II, Administrative Aide, Planner III, and Community Program Specialist, the following shall apply: Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds forty (40) hours, for any such time which has not been taken within six (6) pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment.**

- (d) Variable Work Schedule. The Appointing Authority, or designee, with agreement of an affected employee may arrange for that individual to take such time off as is necessary to ensure that employee's actual time worked does not exceed forty (40) hours within a given work period.
- (e) Work Period. The work period for purposes of overtime, established for employees in this Compensation Plan, commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period normally does not exceed forty (40) hours. Employees currently on 9/80 work schedules may maintain such schedules provided a work period can be established and agreed to in writing by the appointing authority and the employee which includes forty (40) hours work each work period. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in accordance with the article on, "Standard Tour of Duty."

### Section 2: FLSA Exempt Employees



- (a) Policy. It is the policy of the District to discourage overtime payment to professional employees except as necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority, or designee, to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time. The District has the right to require overtime to be worked as necessary.
- (b) Definition. Overtime for FLSA exempt employees shall be defined as all hours actually worked in excess of eighty (80) hours during a pay period. For purposes of defining overtime, paid leave shall be considered as time actually worked. Time spent attending conferences, seminars and training programs shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation. Any employee authorized by the Appointing Authority, or designee, to work overtime shall be compensated at straight compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or for any hours on record immediately prior to promotion, demotion, or termination of employment. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- (d) Variable Work Schedule. The Appointing Authority, or designee, shall have the right to direct an employee to take such time off as necessary to insure that an employee's actual time worked does not exceed eighty (80) hours within any given pay period. The work period normally does not exceed forty (40) hours. Employees currently on 9/80 work schedules may maintain such schedules provided a work period can be established and agreed to in writing by the appointing authority and the employee which includes forty (40) hours work each work period. This provision does not otherwise limit the ability of the appointing authority to modify work schedules in accordance with the article on "Standard Tour of Duty."

## **PAY PERIOD**

A pay period shall be comprised of fourteen (14) calendar days. A pay period under this Plan shall commence at 12:01 a.m., Saturday, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor/Controller may issue paychecks at an earlier date if possible.

## **PAYROLL ADJUSTMENTS**

In situations involving overpayment to an employee by the District, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The Auditor-Controller's Office, or Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leave employment prior to repayment of overage the Auditor-Controller's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the District, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller's Office, including necessary approval of the Appointing Authority/Human Resources Division Manager.

In those situations where the employee has been underpaid by seven and one-half percent (7 ½ %) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The district payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor Controller within one working day of receipt of the employee's request. The Auditor-Controller's Office shall pay the employee the amount due within two (2) working days of receipt for payroll adjustment from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

The Human Resources Division Manager, or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

## **PHYSICAL FITNESS**

The parties agree that physical and mental fitness of District employees is a reasonable requirement to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that the District with reasonable cause, may require medical and psychological assessment of employees provided the District pays and provides time off without loss of pay for such assessment. Appropriately qualified health care professionals shall do all such assessment.

Medical and psychological reports shall be released to and retained by the County's Center for Employee Health and Wellness.. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of District business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Aid Program for District employees.

## **PROBATIONARY PERIOD**

The probationary period for non-represented Districts positions will end at the end of the day in which the employee has completed the required number (1040) of service hours. Probationary periods will automatically be extended for each hour an employee is on leave without pay or in the situation where an employee is on continuous paid sick leave for eighty (80) or more consecutive hours or is on modified duty for occupational or non-occupational reasons. For clarification refer to Board Governed Special District Personnel rules for probationary period extensions.

## **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase, whichever is greater; provided that no employee is thereby advanced in step nor advanced above the "II" (or final) step of the higher base salary range. At the discretion of the appointing authority and with the approval of the Human Resources Division Manager, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Human Resources Division Manager.

## **RECRUITMENT AND REFERRAL BONUS PROGRAM**

- (a) General. The District shall make available a Recruitment and Referral Incentive Program to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions, in accordance with the guidelines established herein.
- (b) Program Applicability. The Appointing Authority may request authorization to apply the Recruitment and/or Referral Bonus Program(s) to assist in filling regular positions in the Special Districts/County Fire Departments. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The Human Resources Division Manager shall have the sole authority to determine the applicability and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.
- (c) Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:
  - 1. Bonus Amount and Method of Payment. Eligible employees hired into a position/classification certified for participation in the Program shall receive five hundred dollars (\$500.00) upon hire. An additional one thousand dollars (\$1,000) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.
  - 2. Limitations and Exclusions
    - (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by the Human Resources Division Manager, for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Human Resources Division Manager, for that classification to be eligible for participation in the Referral Bonus Program.

- (ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
  - (iii) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2<sup>nd</sup> installment of the recruitment bonus. Such determination shall not be subject to review.
- (d) Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:
1. Method of Referral to be eligible for the recruitment bonus, the District Application for Employment must contain the name of the referring employee on the application.
  2. Bonus Amount and Method of Payment the referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon the new employees completion of 2,080 service hours, Said bonus shall be considered taxable income and subject to withholding.
  3. Limitations and Exclusions
    - (i) No bonus will be paid for any candidate whose name was placed on the eligible list for position in the classification prior to the beginning date certified by the Manager, Human Resource, for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Human Resources Division Manager, for that classification to be eligible for participation in the Referral Bonus Program.
    - (ii) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.
    - (iii) In cases where more than one employee is named as the referring party, the recruitment bonus shall be equally split between the referring employees.
    - (iv) In cases where the referring employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional \$500 shall not be paid.
    - (v) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
    - (vi) The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2<sup>nd</sup> installment of the recruitment bonus. Such determination shall not be subject to review.

## **RECURRENT EMPLOYMENT**

A recurrent appointment shall mean an appointment, which is made for an indefinite period of time to meet additional staffing needs. Recurrent employees shall be compensated on an hourly basis only for hours actually worked.

Recurrent employees shall accrue up to eighty (80) hours vacation time annually on a pro rata basis. Such vacation allowance shall be available for use on the first day following the payroll period in which it is earned, provided that the employee has previously worked a total of 1040 hours or more.

Recurrent employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the District shall contribute 2.5% of the employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

## **REEMPLOYMENT**

- (a) A regular employee who has terminated District employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365<sup>th</sup> calendar day), may receive restoration of salary step, annual leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Section on "Leave Provisions") and the retirement plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the Appointing Authority and the Manager, Human Resource. Such employees begin accruing Vacation and Sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless such requirements are waived by the Human Resources Division Manager. The employee shall be provided a new date of hire for purposes of District seniority.
- (b) A regular employee who has terminated District employment and who is subsequently rehired to a regular position in the same job family within one (1) year (i.e., beginning the first day of work by the 365<sup>th</sup> calendar day), may receive restoration of vacation accrual rate, sick leave and retirement contribution rate in the same manner described above. Such employees shall also suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the Human Resources Division Manager.
- (c) A regular employee who has terminated District employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Division Manager, or designee. The employee shall be provided a new date of hire for purposes of District seniority.
- (d) Reemployment from Layoff . A regular employee who has been laid off from District employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.
- (e) For purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of District employment.

## RELOCATION

- (a) In-Service Relocation Assistance. Employees in regular positions who are required by order of their Appointing Authority, or designee, to change their principal place of residence because of reassignment to meet the needs of the District will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.
- (b) Recruitment Relocation Assistance. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the Appointing Authority, the Human Resources Division Manager may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with the District as follows:

<u>Miles Relocated</u>	<u>Maximum Reimbursement</u>
500 - 1,000 miles	\$1,000
1,001 - 2,000 miles	\$2,000
More than 2,000 miles	\$2,500

Such reimbursement may be provided to employees upon initial employment with the District, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse the County for any payment made under this Article. If the employee fails to reimburse the County, action shall be taken to recover the amount owed via payroll recovery from the employee's final pay.

## REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the District, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be cumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each (2) hours of additional work.

<u>Regularly Scheduled Tour of Duty</u>	<u>Number and Limit of Rest Period</u>
After 3 hours and through 6 hours	One - 15-Minute Rest Period
After 6 hours and through 8 hours	Two - 15-Minute Rest Periods
After 8 hours and through 10 hours	Two - 20-Minute Rest Periods
After 10 hours	One - 25-Minute Rest Period and One - 20-Minute Rest Period

## RETIREMENT SYSTEM CONTRIBUTIONS

### Section 1: Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of 40 hours per pay period shall become members

of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age 60 or over may choose not to become members of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half (7½ %) of the employee's maximum coverage wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Manager. Refer to Extra Help Employment Section on PST Deferred Compensation.

Employees who made the election not to be a member of the SBCERA prior to December 30, 2002, and were receiving the District's seven percent (7%) pick up in cash as described in Section 2, shall continue to receive the seven percent (7%) retirement pick up. Employees who make this election on or after December 30, 2002, shall not be provided the pick up as described in Section 2.

## **Section 2: District Contributions**

For all eligible employees, the District will pick up a portion of the employees required contribution to the San Bernardino County Employees Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

### **Section 3: Remaining Employee Contributions**

Any employee Retirement System contribution obligations, which are not paid by the application of Section 1 of this section, shall be “picked up” for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Compensation Plan.

The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee’s contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the District picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. District paid employer contributions to the County’s Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions. Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 1 of this Article.

### **Section 4: Special Provisions**

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees’ Retirement Law of 1937 shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

The provisions of this Section shall be applied each pay period.

### **Section 5: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)**

Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee BI-weekly contribution will be paid to SBCERA as provided in annual actuarial study.

## **RETURN-TO-WORK COMPENSATION**

### **Section 1: Purpose**

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three types of return-to-work compensation covered by this Section: on-call; standby; and callback. Assignment and approval of return to work compensation shall be made by the Appointing Authority or designee based upon the needs of the service.



## Section 2: On-Call Compensation

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
- (b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the Appointing Authority or designee.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work.

## Section 3: Standby Compensation

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the Appointing Authority or designee.
- (c) For employees in Supervisory Classifications, standby duty shall be compensated at the rate of \$3.50 for each full hour of duty or portion thereof. For employees in Supervisory Classifications standby duty shall not count as hours worked.
- (d) For employees in all classifications (except Supervisory), standby pay shall be compensated at minimum wage as provided in the California Industrial Welfare Commission for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

$$\begin{array}{rcl} 40 \text{ hours} \times \$10.00 \text{ (base salary rate)}^1 & = & \$400.00 \\ 20 \text{ hours} \times \$ 6.75 \text{ (minimum wage)} & = & \underline{\$135.00} \\ & & \$535.00 \\ \\ \$535.00 \text{ divided by 60 hours worked (regular rate of pay)}^2 & = & \$ 8.92 \\ \$ 8.92 \times 1\text{-}1/2 \text{ (overtime rate)} & = & \$13.38 \end{array}$$

Pay for this week would be:

$$\begin{array}{rcl} 40 \text{ hours} \times \$ 8.92 \text{ (regular rate of pay)} & = & \$356.80 \\ 20 \text{ hours} \times \$13.38 \text{ (overtime rate)} & = & \underline{\$267.60} \\ \text{TOTAL PAY} & = & \$624.40 \end{array}$$

<sup>1</sup>Base salary rate is defined in Salary Adjustment, Section 2.

<sup>2</sup>Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to

include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

- (e) The employee shall not receive standby compensation once the employee begins work.

#### **Section 4: Call-Back Compensation**

- (a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the Appointing Authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
- (b) Call-back compensation shall be paid in the following manner: The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Section on "Overtime".
- (c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be cumulative and shall be considered as time actually worked for the purposes of the Section on "Overtime."

#### **SALARY ADJUSTMENT**

- (a) Effective July 12, 2003, a three percent (3%) increase shall be applied to the base salaries and rates for all classifications (see Appendix A). Effective July 10, 2004, a three percent (3%) increase shall apply to the same classifications.
- (b) Positions in the class of Public Service Employee (PSE) are assigned to entry level duties in a variety of fields and occupations. Positions may only be allocated as Extra Help or Recurrent and, as such, are in the unclassified service. For layoff purposes, Public Service Employee (PSE) positions are deemed to be the same classification as those positions performing substantially the same duties.

A Public Service Employee (PSE) range is established with a starting step of \$6.75 per hour and steps progressing at \$0.25 per hour up to a maximum of \$15.25 per hour. Increases to salary ranges for this Unit do not apply to Public Service Employees unless specified in this Section.

Public Service Employees may be hired at any step within the pay range as determined by the appointing authority commensurate with their education and/or training and duties to be performed. Notwithstanding any other provision in this Agreement, step advances are at the discretion of the appointing authority after completion of not less than 1,040 hours worked for each step.

## **SALARY RATES AND STEP ADVANCEMENTS**

New employees shall be hired at Step 1 of the established base salary range, except as otherwise provided in this Compensation Plan. Variable entrance steps may be established if justified by recruitment needs through Step 11 with the approval of the Appointing Authority and the Human Resources Division Manager, or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Section, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon two (2) step increments. The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of 2080 hours.

Examples:

Hire Step	1	4
After 1040 hours*	3	6
After additional 2080 hours*	5	8
After additional 2080 hours*	7	10
After additional 2080 hours*	9	11
After additional 2080 hours*	11	N/A

\*Assumes satisfactory work performance and appointing authority recommendation.

The Human Resources Division Manager, or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Human Resources Division Manager, or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

## **SPECIAL ASSIGNMENT COMPENSATION**

Special assignment compensation is a concept, which allows for temporary increases in pay beyond that which is normally allowed when duties performed support such additional pay for specific periods of time.

Increases in pay may be granted to recognize the temporary assignment of more difficult duties requiring a greater level of skill(s). "Temporary assignment" shall mean a period of one (1) calendar year or less. Selected positions may be authorized for special assignment compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. Increases in pay shall be temporary so long as the higher-level duties are assigned and performed, not to exceed one (1) calendar year. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to the Section on Salary Rates and Step Advancements.

Requests for special assignment compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The eligibility of the special assignment compensation request shall be reviewed by the Human Resources Division Manager, and the subsequent final and binding

decision for application of special assignment compensation as well as the amount to be awarded shall be determined in writing by the Director of Special Districts or County Fire Chief within thirty (30) days following submission. Such compensation shall be paid according to procedures approved by the Board of Supervisors. That procedure is defined as follows:

Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The Director of Special Districts or County Fire Chief with a recommendation from the Appointing Authority, will determine the amount in increments of one-half (½%) percent from a minimum of two and one-half percent (2½%) up to a maximum of seven and one-half (7½%). It is the responsibility of the requesting District to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period.

Prior to the assignment of special assignment duties, that is the temporary assignment of more difficult duties requiring a greater level of skill(s), approval via the signed form must be received from the Director for Special Districts or the County Fire Chief. Compensation is to be effective only with written approval and assignment of the greater level of duties, with a signed acceptance by the employee. In no case will awards be made retroactive to the date preceding the date of approval by the Director for Special Districts or the County Fire Chief. The appointing authority and the employee bear mutual responsibility for adherence to the special assignment compensation provision as defined above. The Director for Special Districts or the County Fire Chief has the final and binding authority in that review process to apply or not apply special assignment compensation and, if awarded, the amount. The decision on the employee's request for a review shall be rendered by the Director for Special Districts or the County Fire Chief within thirty (30) days of the request.

## **STANDARD TOUR OF DUTY**

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported as time worked for the day in which the tour of duty began.

The Appointing Authority, or designee, shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the District. When the District Manager finds it necessary to make such modifications or changes, they shall notify the affected employee(s) indicating the proposed change prior to its implementation.

## **STATE DISABILITY INSURANCE**

The District agrees to pay the premium for State Disability Insurance for each clerical employee of the Crestline Sanitation District and the County Consolidated Fire District Hazardous Materials Division.

This benefit shall apply to clerical employees in regular Crestline Sanitation Districts and the County Consolidated Fire District's Hazardous Materials Division positions budgeted for forty-one (41) or more hours per pay period.

All other non-represented employees shall pay the premium for State Disability Insurance through payroll deductions.

After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees.

## **TIME AND LABOR REPORTS**

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor report whenever said report is submitted without the employee's signature. Payroll representatives who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said reports and explain the reasons for the change before the report is submitted to the Auditor's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Plan, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The District reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the District for any delays in warrant processing.

### **TOOL ALLOWANCE**

The District will pay the Vehicle Services Supervisor position \$265.00 as tool allowance to compensate for any costs associated with tool purchase and replacement. This lump sum payment will be made at the beginning of each calendar year.

### **TUITION REIMBURSEMENT**

To be eligible for this benefit, employees must be in a regular positions budgeted more than forty (40) hours per pay period. Requests for reimbursement must be approved in advance by the Appointing Authority, or designee, and shall not be paid in increments less than ten dollars (\$10) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the Appointing Authority, or designee.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

### **VISION CARE INSURANCE**

Subject to carrier requirements, the District will pay the premiums for vision care insurance for all employees in regular positions scheduled at least forty-one (41) hours per pay period.

**APPENDIX A**  
**SALARY RANGE LISTING**  
**NON-REPRESENTED SPECIAL DISTRICTS POSITIONS**

***FLSA COVERED***

911-Clerk II.....	AA3
911-Coordinator.....	AC9
Account Clerk I.....	AT9
Account Clerk II.....	AK5
Account Clerk III.....	AX9
Account Representative.....	AB3
Accounting Technician.....	AC6
Administrative Clerk I.....	AB9
Administrative Clerk II.....	AZ0
Administrative Secretary I.....	AB7
Administrative Secretary II.....	AC1
Animal Keeper II.....	AC4
Assessment Technician.....	AN4
Automated Systems Analyst I.....	AW6
Automated Systems Analyst II.....	AK4
Automated Systems Technician.....	AD1
Building Construction Engineer II.....	AG3
Clerk II.....	AA3
Clerk III.....	AU4
Collections Officer.....	AZ1
Communications Aide.....	AA3
Communications Engineering Technician.....	AE3
Communications Technician.....	AW6
Construction Inspector.....	AF5
Dam Caretaker.....	AC5
Electro-Mechanical Specialist.....	AE4
Environmental Technician I.....	AZ6
Environmental Technician II.....	AF0
Environmental Technician III.....	AE0
Equipment Maintenance Mechanic.....	AD7
Equipment Operator II.....	AD1
Facilities Attendant.....	AK6
Maintenance Worker I.....	AC2
Maintenance Worker II.....	AC9
Maintenance Worker III.....	AE1
Park Maintenance Worker I.....	AB1
Park Maintenance Worker II.....	AB7
Park Maintenance Worker III.....	AC4
Parts Attendant.....	AU5
Parts Chaser.....	AA3

Planner III	AX0
Public Information Officer	AX9
Staff Analyst I	AO2
Staff Analyst II	AN6
Storekeeper I	AA3
Storekeeper II	AU5
Storekeeper III	AP6
Treatment Plant Operator I	AD0
Treatment Plant Operator II	AD8
Treatment Plant Operator III	AE6
TV Services Assistant	AT5
Vehicle Parts Specialist	AV5

### ***FLSA NON-COVERED***

Administrative Supervisor I	AP3
Building Construction Engineer II	AG7
Chief Plant Operator	AL6
Distribution Supervisor	AF1
District Emergency Services Supervisor	AE6
District Operations Supervisor	AF6
District Services Coordinator	AD2
Emergency Communications Supervisor	AW5
GIS, CAD/911 Supervisor	AZ5
Maintenance Supervisor	AF1
Park Maintenance Superintendent	AE2
Personnel Services Supervisor	AF5
Recreation Superintendent	AE2
Recreation Supervisor	AD0
Special Projects Analyst	AG0
Supervising Accounting Technician	AD7
Supervising Emergency Services Officer	AF3
Supervising Environmental Health Specialist	AI2
Supervising Fiscal Technician I	AI9
Supervising Fiscal Technician II	AF3
Supervising Special Projects Analyst	AG0
Supervisor of Fiscal Services	AO3
Vehicle Maintenance Superintendent	AI2
Warehouse Supervisor	AV5
Zoo Curator	AE2